ARTICLE 30

Duration and Termination of Agreement

Section 1.

This Agreement shall be effective following ratification by the members of the SEIU Local 517M Technical Unit and approval by the Civil Service Commission and shall continue in full force and effect from January 1, 2014 until midnight, December 31, 2015.

The effective date of termination shall not be extended except by mutual agreement of the Union and the State Employer and approval of the Civil Service Commission.

APPENDIX A Technical Unit - List of Classes

Aircraft Pilot-E	E12
Aircraft Pilot-A	13
Aviation Electronics Technician –E	9
Aviation Electronics Technician-E	10
Aviation Electronics Technician-E	E11
Aviation Electronics Technician-A	12
Dental Hygienist	E11
Dental Lab Technician-E	8
Dental Lab Technician-E	9
Dental Lab Technician-E	E10
Dental Lab Technician-A	11
Dental Lab Technician-SS	12
Drafting Technician-E	8
Drafting Technician-E	9
Drafting Technician-E	E10
Drafting Technician-A	11
Drafting Technician-SS	12
Engineering Assistant-E	6
Engineering Assistant-E	7
Engineering Assistant-E	E8
Engineering Assistant-A	9
Engineering Technician-E	8
Engineering Technician-E	9
Engineering Technician-E	E10

Engineering Technician-A	11
Engineering Technician-SS	12
Environmental Technician-E	8
Environmental Technician-E	9
Environmental Technician-E	E10
Environmental Technician-A	11
Environmental Technician-SS	12
Equipment Technician-E	8
Equipment Technician-E	9
Equipment Technician-E	E10
Equipment Technician-A	11
Equipment Technician-SS	12
Fingerprint Technician-E	7
Fingerprint Technician-E	8
Fingerprint Technician-E	E9
Fingerprint Technician-A	10
Fisheries Assistant-E	6
Fisheries Assistant-E	E7
Fisheries Assistant-A	8
Fisheries Technician-E	8
Fisheries Technician-E	9
Fisheries Technician-E	E10
Fisheries Technician-A	11
Fisheries Technician-SS	12
Forensic Technician-E	8
Forensic Technician-E	9
Forensic Technician-E	E10

Forensic Technician-A	11
Forensic Technician-SS	12
Forest Technician-E	8
Forest Technician-E	9
Forest Technician-E	E10
Forest Technician-A	11
Geological Technician-E	8
Geological Technician-E	9
Geological Technician-E	E10
Geological Technician-A	11
Geological Technician-SS	12
Graphic Arts Designer-E	9
Graphic Arts Designer-E	10
Graphic Arts Designer-E	E11
Graphic Arts Designer-A	12
Graphic Arts Designer-SS	13
Laboratory Assistant-E	6
Laboratory Assistant-E	7
Laboratory Assistant-E	E8
Laboratory Assistant-A	9
Laboratory Glassware Worker-E	4
Laboratory Glassware Worker-E	E5
Laboratory Glassware Worker-A	6
Laboratory Technician-E	8
Laboratory Technician-E	9
Laboratory Technician-E	E10
Laboratory Technician-A	11

Laboratory Technician-SS	12
Media Production Specialist-E	9
Media Production Specialist-E	10
*Media Production Specialist-E	P11
Pharmacy Assistant-E	E8
Photographer-E	9
Photographer-E	10
Photographer-E	E11
Photographer-A	12
Photo Services Assistant-E	6
Photo Services Assistant-E	7
Photo Services Assistant-E	E8
Photo Services Assistant-A	9
Radio Communications Technician-E	8
Radio Communications Technician-E	9
Radio Communications Technician-E	E10
Radio Communications Technician-A	11
Radio Communications Technician-SS	12
Respiratory Therapy Technician-E	8
Respiratory Therapy Technician-E	9
Respiratory Therapy Technician-E	E10
*State Worker	4
*Student Assistant-E	Α
Surveying Technician-E	8
Surveying Technician-E	9
Surveying Technician-E	E10
Surveying Technician-A	11

Transportation Aide	6
Transportation Aide	E7
Transportation Technician-A	11
Transportation Technician-E	8
Transportation Technician-E	9
Transportation Technician-E	E10
Transportation Technician-SS	12
Veterinary Technician-E	8
Veterinary Technician-E	9
Veterinary Technician-E	E10
Veterinary Technician-A	11
Water Quality Technician-E	8
Water Quality Technician-E	9
Water Quality Technician-E	E10
Water Quality Technician-A	11
Water Quality Technician-SS	12
Wildlife Technician-E	8
Wildlife Technician-E	9
Wildlife Technician-E	E10
Wildlife Technician-A	11
Wildlife Technician-SS	12
X-Ray Technician-E	8
X-Ray Technician-E	9
X-Ray Technician-E	E10
X-Ray Technician-A	11

*Some employees in these classes may be included and others excluded (and assigned a different, excluded unit code) depending on specific duties of the position.

APPENDIX D

Departmental Layoff Units and Bumping Sequence

1. Departmental Layoff Units

In accordance with the provisions of Article 13 of this Agreement, the following represents the designated layoff units for Department/Agencies which employ members of this Unit unless altered through secondary negotiations.

A. Department of Transportation:

region, except for the Lansing area which will include the Secondary Complex and the Bureau of Aeronautics as one layoff unit.

B. Department of Natural Resources:

County

C. Department of Agriculture and Rural Development/Department of Environmental Quality:

County

D. Departments of State Police/Technology, Management and Budget:

County, except that Ingham and Eaton shall be one layoff unit.

E. Department of Community Health:

County

F. In the following Departments, layoff units shall be the geographical or organizational entity as defined in the employment preference plans on file with Civil Service unless altered through secondary negotiations.

Civil Service unless altered through secondary negotiations.

Department of Corrections

Department of Civil Service

Department of Education

Unemployment Insurance Agency

Department of Military and Veterans Affairs

Department of State

Department of Licensing and Regulatory Affairs

Department of Treasury

Department of Human Services

2. Bumping Procedure

Employees of this Unit, if exercising their option to bump, shall do so in the sequence provided herein unless altered through secondary negotiations.

- A. Department of Transportation/Technology, Management and Budget:
 - (1) The employee shall have the right to first bump laterally within his/her current class/level in his/her layoff unit.
 - (2) If a lateral bump as provided in A1 above is unavailable, the employee may bump at the next and successively lower levels within his/her current class series within his/her layoff unit if available. If not, the employee may bump at the next and successively lower levels statewide.
- B. Departments of Agriculture and Rural Development/State Police/Environmental Quality/Community Health/Natural Resources:
 - (1) The employee shall have the right to first bump laterally in his/her current class/level within his/her layoff unit.
 - (2) If a lateral bump as provided in B1 above is unavailable, the employee shall have the option of bumping at the next and successively lower levels within his/her current class series within the layoff unit.
 - (3) If a bump, as provided in B2 above is unavailable the employee may bump in his/her class/level statewide. If this is unavailable, the employee may bump at successively lower levels within his/her current class series statewide.
- C. The bumping procedure for those Departments designated in Section 1(f) of this Appendix shall be in accordance with the employment preference plans on file with Civil Service unless altered through secondary negotiations.

3. The parties agree that an employee's bumping rights as provided in Section 2A-C above, shall only be exercised in the Bargaining Unit and only in those classifications to which the employee has served and attained Civil Service status.

APPENDIX E

Reassignment Expense Reimbursement for Eligible Employees

1. Persons Covered:

All authorized full-time employees currently employed by the State of Michigan being reassigned under Article 16, who actually move their residence closer to the new work location as a direct result of the reassignment, and who agree to continue employment in the new location for a minimum of one year are entitled to all benefits provided by this Appendix and as provided under the State of Michigan, Administrative Guide to State Government, 0430.01, Payment of Household Moving Expenses. New employees not presently (on the effective date of this Agreement) working for the State of Michigan shall not be entitled to benefits provided in this Appendix.

2. By Commercial Mover:

The State will pay the transportation charges for normal household goods up to a maximum of 14,000 pounds for each move. Charges for weight in excess of 14,000 pounds must be paid directly to the mover by the employee.

- A. <u>Household Goods:</u> Includes all furniture, personal effects and property used in a dwelling, and normal equipment and supplies used to maintain the dwelling except automobiles, boats, camping vehicles, firewood, fence posts, toolsheds, motorcycles, snowmobiles, explosives, or property liable to impregnate or otherwise damage the mover's equipment perishable foodstuffs subject to spoilage, building materials, fuel or other similar nonhousehold good items.
- B. <u>Packing:</u> The State will pay up to \$800 for packing and/or unpacking breakables. The employee must make arrangements and pay the mover for any additional packing required.
- C. <u>Insurance:</u> The carrier will provide insurance against damage up to \$.60 per pound for the total weight of shipment. The State will reimburse the employee for insurance cost not to exceed an additional \$.65 per pound for the total weight of the shipment.

In addition to the above packing allowances:

The State will pay the following accessorial charges which are required to facilitate the move.

Appendix E

- A. Appliance Service;
- B. Piano or organ handling charges;
- C. Flight, elevator or distance carry charges;
- D. Extra labor charges required to handle heavy items, i.e., pianos, organs, freezers, pool tables, etc.

Charges for stopping in transit to load or unload goods and the cost of additional mileage involved to effect a stop in transit must be paid by the employee. Also, extra labor required to expedite a shipment at the request of the employee must be paid by the employee.

3. Mobile Homes:

The State will pay the reasonable actual cost for moving a mobile home if it is the employee's domicile, plus a maximum \$1,000 allowance for blocking, unblocking, securing contents or expando units, installing or removal of tires (on wheels) on or off the trailer, AND removal or replacement of skirting will be paid by the State when accompanied by receipts.

Utility connections to existing utilities within an established mobile home park, up to \$200, when accompanied by receipts. ("utility connections" means connecting to existing electrical power, gas and water.)

"Actual moving cost" includes only the transportation cost, escort service when required by the governmental unit, special lighting permits, tolls or surcharges. "Actual moving cost" does not include the moving of oil tanks, out buildings, swingsets, etc. that cannot be dismantled and secured inside the mobile home.

Mobile home liability is limited to damage to the unit caused by negligence of the carrier, and to contents up to a value of \$1,500. Additional excess valuation and/or hazard insurance may be purchased from the carrier at the expense of the employee.

The repair or replacement of equipment of the trailer, i.e., tires, axles, bearings, lights, etc. are the responsibility of the owner.

4. Storage of Household Goods:

The State will pay for storage not in excess of sixty (60) calendar days in connection with an authorized move at either origin or destination, only when housing is not readily available.

5. Temporary Travel Expense:

From effective date of reassignment, up to sixty (60) calendar days of travel expenses at the newly assigned work station are allowed. Extension beyond sixty days, but not to exceed a total of one hundred eighty (180) days, may be

allowed due to unusual circumstances at the full discretion of the Employer. Authorized travel shall include one (1) round trip weekly between the new work station and the former residence.

6. To Secure Housing:

A continuing employee and one (1) additional family member will be allowed up to three (3) round trips to a new official work station for the purpose of securing housing. Travel, lodging, and food costs will be reimbursed up to a maximum of nine (9) days in accordance with the Standardized Travel Regulations.

APPENDIX F

Letter of Understanding—Article 26

The attached Rules for Network Use will be used by the parties in determining innetwork and out-of-network benefits. In addition, the parties agree to set up a joint committee for the purpose of creating any additional guidelines and reviewing implementation. The committee will also be charged with identifying situations in which access to non-participating providers may be necessary and developing procedures to avoid balance billing in these situations.

The parties have also discussed the fact that there are some State employees who do not live in Michigan. The following are procedures in place for persons living or traveling outside Michigan:

Members who need medical care when away from Michigan can take advantage of the Third Party Administrator's National PPO program. There is a toll-free number for members to call in order to be directed to the nearest PPO provider. The member is not required to pay the physician or hospital at the time of service if he/she presents the PPO identification card to the network provider.

If a member is traveling he/she must seek services from a PPO provider. Failure to seek such services from a PPO provider will result in a member being treated as out-of-network unless the member was seeking services as the result of an emergency.

If a member resides out of state and seeks non-emergency services from a non-PPO provider, he/she will be treated as out-of-network. If there is not adequate access to a PPO provider, exceptions will be handled on a per case basis.

RULES FOR NETWORK USE

Effective October 12, 2014, see Appendix G-2 for member costs.

Appendix F

A member is considered to have access to the network based on the type of services required, if there are:

- Primary care -two primary care physicians (PCP) within 15 miles;
- Specialty care -two specialty care physicians (SCP) within 20 miles; and
- Hospital one hospital within 25 miles.

The distance between the member and provider is the center-point of one zip code to the center-point of the other.

SHP PPO MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-OF-NETWORK USE (for eligible employees hired prior to April 1, 2010 and covered by the SHP PPO)

	IN-NETWORK	OUT-OF-NETWORK
Deductible	\$200/Individual	\$500/Individual
	\$400/Family	\$1,000/Family
Effective 1-1-09	\$300/Individual	\$600/Individual
	\$600/Family	\$1,200/Family
Co-Payments	Office Visits \$10	Most Services 10%
Effective 10-1-08	Office Visits \$15	
	Services 0% Or 10%	(See 2. Below)
	Emergency 0%	
Effective 10-1-08	Emergency room visit	Emergency room visit
	\$50 co-pay if not admitted	\$50 co-pay if not admitted
Preventive	Covered At 100%	Not Covered
Services	Limited To \$1500 Per	
	Calendar Year Per	
	Person.	
Out-of-Pocket	\$1,000/Individual	\$2,000/Individual
Maximum	\$2,000/Family	\$4,000/Family

NSHP PPO MEMBER COSTS ASSOCIATED WITHIN IN-NETWORK OR OUT-OF-NETWORK USE (for eligible employees hired on or after April 1, 2010 and covered by the NSHP PPO)

In-Network Out-of-Network

Deductible \$400/individual \$800/individual

\$800/family \$1,600/family

Copayments Office Visits \$20 Most services 20%

Services 0% or 10%

Emergency \$200 co-pay if

not admitted

Preventive Covered at 100% Not covered

Services

Out-of-Pocket \$1,500/individual \$3,000/individual

Maximum \$3,000/family \$6,000/family

- If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay in-network expenses.
- 2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
 - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The Appendix F

member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-ofnetwork provider, amounts paid toward the out-of-network deductible, copayment or out-of-pocket maximum cannot be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

- 3. If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).
- 4. If a member does not have access to the network but then additional providers join the network so that the member would now be considered innetwork, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a nonnetwork provider after that grace period will be considered out-of-network and the out-of-network deductibles, co-payments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO standard transition policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.

If a member is under a course of treatment on January 1, 2003 when the new State Health Plan is implemented, the member will be treated as in-network until the course of treatment is concluded pursuant to the PPO standard transition policy. After that, the level of benefits will be governed by the in/out-of-network rules of the new State Health Plan.

APPENDIX G

Article 26—State Health Plan PPO – Benefit Chart

Appendix G remains in effect for eligible employees hired prior to April 1, 2010 and covered by the State Health Plan PPO.

State Health Plan (PPO)			
	In-Network	Out-of-Network	
Preventive Services - Limited to	Preventive Services - Limited to \$1500 per calendar year per person		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	•	Not covered	
Annual Gynecological Exam	Covered –100%, one per calendar year	Not covered	

Pap Smear Screening-	Covered –100%, one per	Not covered
laboratory services only	calendar year	
Well-Baby and Child Care	Covered –100% - 6 visits per year through age 1 - 2 visits per year, age 2 through 3 - 1 visit per year, age 4 through 15	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk		Not covered
Fecal Occult Blood Screening	Covered –100%, one pocalendar year	er Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered – 100%	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one po calendar year	er Not covered
PREVENTIVE SERVICES NOT	SUBJECT TO MAXIMUM L	IMIT
Mammography Screening for standard film. Covers digital up to standard film rate	Covered – 100%	Covered - 90% after deductible
	One per calendar year, no a	ge restrictions
Colonoscopy Exam (Effective Jan. 1, 2006)		Covered - 90% after deductible
	Beginning At Age 50; One E	very 10 Years
Childhood Immunizations (Effective Jan. 1, 2006)		Covered 90% After Deductible
Physician Office Services		
Office Visits Effective 10-1-08:	Covered - \$10 co-pay Covered - \$15 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100% after deductible	Covered - 90% after deductible, must be medically

Appendix G

Office Consultations Effective 10-1-08:	Covered - \$10 co-pay Covered - \$15 co-pay	Covered - 90% after deductible,
		must be medically necessary
		riococcary
Emergency Medical Care		
Hospital Emergency Room-	Covered - 100% for	Covered - 100%
approved diagnosis, prudent person rule	emergency medical illness or accidental injury	for emergency medical illness or accidental injury
Effective 10-1-08:	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury	Covered - 100%, after a \$50 co-pay if not admitted, for emergency medical illness or accidental injury
Ambulance Services – medically necessary for illness and injury	Covered – 100% after deductible	Covered - 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered – 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered – 100% after deductible	Covered - 90% after deductible
Maternity Services Provided b	y a Physician	
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient	Covered - 100% after	Covered - 90%
Physician Care, General	deductible	after deductible
Nursing Care, Hospital	Unlimited Days	Unlimited Days

Services and Supplies, and Blood Storage		
Inpatient Consultations	Covered - 100% after deductible	Covered - 90% after deductible
Chemotherapy	Covered - 100% after deductible	Covered - 90% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered - 100% after deductible	Covered – 90% after deductible
	120 days per confinement	
Hospice Care	Covered - 100%	Covered - 100%
	Limited to the lifetime dollar max. which is adjusted annually by the state	
Home Health Care	Covered - 100% after deductible	Covered - 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related	Covered - 100% after	Covered - 90%
surgical services	deductible	after deductible
Voluntary Sterilization	Covered - 100% after deductible	Covered - 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered - 100% after deductible-in designated facilities only	Covered -100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered - 100% after deductible	Covered - 90% after deductible
Kidney, Cornea and Skin	Covered - 100% after deductible	Covered - 90% after deductible

Mental Health Care and Subst	ance Abuse - Covered under	non-BCBSM
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates
Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
Other Services		
Allergy Testing and Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Rabies treatment after initial emergency room treatment	Covered - 100% after deductible	Covered - 90% after deductible
Chiropractic Spinal Manipulation Effective 10-1-08:	Covered - \$10 co-pay Covered - \$15 co-pay	Covered - 90% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech a	nd Occupational Therapy	
- Facility and Clinic	Covered - 100% after deductible	Covered - 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered - 100% after deductible	Covered - 90% after deductible
	Up to a combined maximum o calendar year	f 90 visits per

Durable Medical Equipment	Covered 100%	Covered 80% Of	
		Approved Charges	
Prosthetic and Orthotic	Covered 100%	Covered 80% Of	
Appliances		Approved Charges	
Private Duty Nursing	Covered - 90% after	Covered - 90%	
	deductible	after deductible	
Prescription Drugs	Covered under non-BCBSM	Covered under	
	contract	non-BCBSM	
		contract	
Hearing Care Program	\$10 office visits; more frequer	nt than 36 months if	
Effective 10-1-08:	standards met.		
Liteotive to 1 do.	\$15 office visits; more frequer	nt than 36 months if	
A	standards are met.	0 1 000/	
Acupuncture Therapy Benefit –	Covered - 90% after	Covered - 90%	
Under the supervision of a	deductible (up to 20 visits	after deductible	
MD/DO	annually)	(up to 20 visits	
Weight Loop Popofit	Upon meeting conditions, elig	annually)	
Weight Loss Benefit	maximum reimbursement of \$		
	medical, weight reduction.	300 101 11011-	
Wig, wig stand, adhesives	Upon meeting medical conditi	one oligible for a	
l viig, wig stariu, auriesives	lifetime maximum reimbursen		
		•	
	(Additional wigs covered for children due to growth.)		
	19		
Deductible, Co-pays and Dolla	ar Maximums		
Deductible	\$200 per member; \$400 per	\$500 per member;	
	family	\$1,000 per family	
Effective 1-1-09:	\$300per member; \$600per	\$600per member;	
	family	\$1,200per family	
Co-pays	Ta		
Fixed Dollar Co-pays - Do not	\$10 for office		
apply toward deductible	visits/consultations,		
Effective 10-1-08:	Chiropractic		
	\$15 for office		
	visits/consultations,		
D 10 NIL/01	Chiropractic	400/ 6	
- Percent Co-pays - MH/SA co-	•	10% for most	
pays do not apply toward	and private duty nursing	services; MHSA at	
deductible - Services without a		50%	
network are covered at the in-			
network level			
Annual Dollar Maximums			

- Fixed Dollar Co-pays - Do not	N/A	None
apply toward out-of-pocket		
maximum		
	\$1,000 per member; \$2,000	\$2,000 per
and private duty nursing co-	per family	member; \$4,000
pays do not apply toward out-		per family
of-pocket maximum		
Dollar Maximums	\$5 million lifetime per member	for all covered
	services and as noted above f	or individual
	services	

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APPENDIX G-1

Appendix G-1 remains in effect for eligible employees hired on or after April 1, 2010 and covered by the New State Health Plan PPO or New HMO Plan.

Preventive Services

		New State Health Plan PPO "NSHP – PPO" Benefits	
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100% after \$20 office visit co-payment
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100% after \$20 office visit co-payment
Well-baby and child care	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100% after \$20 office visit co-payment

Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100% after \$20 office visit co-payment
Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate)	Covered 100%	Covered 80% after deductible	Check with HMO
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100% after \$20 office visit co-payment

¹ American Cancer Society guidelines apply

Physician Office Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay, deductible not applicable	Covered 80% after deductible	\$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	\$20 co-pay

Emergency Medical Care

	New State Health Plan PPO "NSHP – PPO" Benefits In-network Out-of-network		New HMO Plan "NHMO" Benefits
Hospital emergency room for medical emergency or accidental injury	\$200 co-pay if not admitted		\$200 co-pay if not admitted
Ambulance services – medically necessary	Covered 90% a	Covered 90% after deductible	

Diagnostic Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Maternity Services

Includes care by a certified nurse midwife (New State Health Plan PPO only)

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Prenatal and postnatal care	Covered 90% after deductible	Covered 80% after deductible	Office Visit \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100%

Hospital Care

	New State Ho	New HMO Plan		
	"NSHP – P	"NSHP – PPO" Benefits		
	In-network	Out-of-network		
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% Unlimited days	
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100%	
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100%	

Alternatives to Hospital Care

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90%	after deductible	Covered 100%

Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State	Covered 100%
Home health care	Covered 90% after deductible, unlimited visits	Check with your HMO

Surgical Services

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Check with your HMO

Human Organ Transplants

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% in designated facilities

Organ and Tissue Transplants

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% subject to medical criteria

Other Services

	New State Health Plan PPO "NSHP – PPO" Benefits In-network Out-of-network		New HMO Plan "NHMO" Benefits
	III IICIWOIK	out of fictions	
Allergy testing and injections	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%
Acupuncture	Covered 80% after deductible if performed by or under the supervision of a M.D. or D.O.		Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co-pay Injections: Covered 100%
Chiropractic/spinal manipulation	\$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO

Other Services continued...

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO" Benefits
	In-network	Out-of-network	
Durable medical equipment -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Prosthetic and orthotic appliances -Support Program	Covered 100%	Covered 80% of approved amount	Covered
Private duty nursing	Covered 80% after deductible		Covered
Wig, wig stand, Adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	\$20 co-pay for office visit	Covered 80% after deductible	Check with your HMO

Mental Health/Substance Abuse

	New State Health Plan PPO		New HMO Plan
	"NSHP – P	PO" Benefits	"NHMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits -Inpatient	Covered 100% up to 365 days per year ²	Covered 50% up to 365 days per year	Check with your HMO
Mental Health Benefits - Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits -Inpatient	Covered 100% Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁴	\$3,500 per calendar year 50% of network rates	Check with your HMO

² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

Prescription Drugs

Prescription medications for the New State Health Plan PPO are covered under the Participating Pharmacy ID Card Plan administered by BCBSM.

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit BCBSM website at http://www.bcbsm.com/som or contact BCBSM at (800) 843-4876. The Preferred/Non-preferred list of drugs is updated periodically as new drugs are added.

The chart below shows the NSHP and NHMO prescription drug member co-pays:

³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

Generic	Brand Name	Brand Name
	Preferred	Non-Preferred
Retail	Retail	Retail
\$10	\$30	\$60
Mail Order	Mail Order	Mail Order
\$20	\$60	\$120

Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.

	New State Health Plan PPO "NSHP – PPO" Benefits		New HMO Plan "NHMO"
	In-network	Out-of-network	Benefits
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Office visit: \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Office visit: \$20 co-pay

Deductible, Co-Pays, and Out-of-Pocket Dollar Maximums

	New State Health Plan PPO "NSHP - PPO" Benefits		New HMO Plan "NHMO"
	In-network	Out-of-network	Benefits
Deductible	\$400 per member \$800 per family	\$800 per member \$1,600 per family	None
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	NOT applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁵	\$1,500 per member \$3,000 per family	\$3,000 per member \$6,000 per family	None

Premium Sharing

	New State Health Plan PPO "NSHP – PPO" Benefits		New HN "NHMO"	IO Plan Benefits
	Employee	State	Employee	State
Premium	20%	80%	15% ⁶	85% ⁶

⁶ The State will pay up to 85% of the applicable NHMO total premium, capped at the dollar amount which the State pays for the same coverage code under the NSHP-PPO.

APPENDIX G-2

Effective October 12, 2014 this Appendix applies to all eligible employees regardless of the date of hire and replaces Appendix G and Appendix G-1.

Preventive Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Health maintenance exam	Covered 100% 1 per year	Not Covered	Covered 100%
Annual gynecological exam	Covered 100% 1 per calendar year	Not Covered	Covered 100%
Pap smear screening – laboratory services only ¹	Covered 100% 1 per year	Not Covered	Covered 100%
Well-baby and child care	Covered 100%	Not Covered	Covered 100%
Immunizations, annual flu shot & Hepatitis C screening for those at risk	Covered 100%	Not Covered	Covered 100%
Childhood Immunizations	Covered 100% through age 16	Covered 80%	Covered 100%
Fecal occult blood screening ¹	Covered 100%	Not Covered	Covered 100%
Flexible sigmoidoscopy ¹	Covered 100%	Not Covered	Covered 100%
Prostate specific antigen screening ¹	Covered 100% one per year	Not Covered	Covered 100%

⁵ The out-of-pocket limit does not apply to deductibles, fixed dollar co-payments, or private duty nursing co-payments.

Mammography, annual standard film mammography screening (covers digital mammography up to the standard film rate) 1	Covered 100%	Covered 80% after deductible	Covered 100%
Colonoscopy ¹	Covered 100%	Covered 80% after deductible	Covered 100%

¹ American Cancer Society guidelines apply

Physician Office Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Office visits, consultations and urgent care visits	Covered, \$20 co-pay	Covered 80% after deductible	Covered, \$20 co-pay
Outpatient and home visits	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

Emergency Medical Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Hospital emergency room for medical emergency or accidental injury	Covered, \$200 co-pay if not admitted		Covered, \$200 copay if not admitted
Ambulance services – medically necessary	Covered, 90% after deductible		Covered, 100% after deductible

Diagnostic Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Laboratory and pathology tests	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Diagnostic tests and x-rays	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Radiation therapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Maternity Services Includes care by a certified nurse midwife (State Health Plan PPO only)	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Prenatal care	Covered 100%	Covered 80% after deductible	Covered 100%
Postnatal care	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay
Delivery and nursery care	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Semi-private room, inpatient physician care, general nursing care, hospital services and supplies	Covered 90% after deductible, unlimited days	Covered 80% after deductible, unlimited days	Covered 100% after deductible Unlimited days
Inpatient consultations	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Chemotherapy	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible

Alternatives to Hospital Care	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Skilled nursing care up to 120 days per confinement	Covered 90% after deductible		Covered 100% after deductible
Hospice care	Covered 100% Limited to the lifetime dollar maximum that is adjusted annually by the State		Covered 100% after deductible
Home health care	Covered 90% after deductible, unlimited visits		Check with your HMO

Surgical Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Surgery—includes related surgical services.	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Male Voluntary sterilization	Covered 90% after deductible	Covered 80% after deductible	Covered 100% after deductible
Female Voluntary sterilization	Covered 100%	Covered 80% after deductible	Covered 100%

Human Organ and Tissue Transplants	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Liver, heart, lung, pancreas, and other specified organ transplants	Covered 100% In designated facilities only. Up to \$1 million lifetime maximum for each organ transplant		Covered 100% after deductible in designated facilities
Bone marrow—specific criteria apply	Covered 100% after deductible in designated facilities		Covered 100% after deductible in designated facilities
Kidney, cornea, and skin	Covered 90% after deductible in designated facilities	Covered 80% after deductible	Covered 100% after deductible subject to medical criteria

Other Services	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Allergy testing and therapy (non-injection)	Covered 90% after deductible	Covered 80% after deductible	Covered,100% after deductible.
Allergy injections	Covered 90% after deductible	Covered 80% after deductible	Covered 100%
Acupuncture	Covered 80% after ded by or under the super D.O	vision of a M.D. or	Check with your HMO
Rabies treatment after initial emergency room visit	Covered 90% after deductible	Covered 80% after deductible	Office visits: \$20 co- pay. Injections: Covered 100%
Autism-Spectrum Disorder Applied Behavioral Analysis (ABA) treatment	Covered 90% after deductible	Covered 80% after deductible	Covered,100% after deductible
Chiropractic/spinal manipulation	Covered, \$20 co-pay Up to 24 visits per calendar year	Covered 80% after deductible Up to 24 visits per calendar year	Check with your HMO
Durable medical equipment	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Prosthetic and orthotic appliances	Covered 100%	Covered 80% of approved amount	Covered, check with your HMO
Private duty nursing	Covered 80% after deductible		Check with your HMO
Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth).		Check with your HMO
Hearing Care Exam	Covered, \$20 co-pay	Covered 80% after deductible	Check with your HMO

Mental Health/Substance Abuse	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Mental Health Benefits -Inpatient	Covered 100% up to 365 days per year ²	Covered 50% up to 365 days per year	Check with your HMO; Inpatient services subject to deductible.
Mental Health Benefits – Outpatient	As necessary 90% of network rates 10% co-pay	As necessary 50% of network rates	Check with your HMO
Alcohol & Chemical Dependency Benefits – Inpatient	Covered 100% ³ Halfway House 100%	Covered 50% ⁴ Halfway House 50%	Check with your HMO; Inpatient services subject to deductible.
Alcohol & Chemical Dependency Benefits - Outpatient	\$3,500 per calendar year 90% of network rates 10% co-pay ⁴	\$3,500 per calendar year 50% of network rates	Check with your HMO

² Inpatient days may be utilized for partial day hospitalization (PHP) at 2:1 ratio. One inpatient day equals two PHP days.

Prescription Drugs

Prescription medications for the State Health Plan PPO are carved out and administered by a Pharmacy Benefit Manager (PBM).

Prescriptions filled at a participating pharmacy may only be approved for up to a 34-day supply. Employees can still receive a 90-day supply by mail order.

To check the co-pay for drugs you may be taking, visit the Civil Service Commission Employee Benefits Division website at http://www.michigan.gov/employeebenefits and select Benefit Plan Administrators.

The chart below shows the SHP and HMO prescription drug member co-pays:

Generic	Brand Name Preferred	Brand Name Non-Preferred
Retail	Retail	Retail
\$10	\$30	\$60
Mail Order	Mail Order	Mail Order
\$20	\$60	\$120

³ Up to two 28-day admissions per year. There must be at least 60 days between admissions. Inpatient days may be utilized for intensive outpatient treatment (IOP) at 2:1 ratio. One inpatient day equals two IOP days.

⁴ \$3,500 per calendar year limitation pertains to services for chemical dependency only.

Outpatient Physical, Speech, and Occupational Therapy Combined maximum of 90 visits per calendar year.	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Outpatient physical, speech and occupational therapy – facility and clinic services	Covered 90% after deductible	Covered 90% after deductible	Covered, \$20 co-pay
Outpatient physical therapy – physician's office	Covered 90% after deductible	Covered 80% after deductible	Covered, \$20 co-pay

Deductible, Co- Pays, and Out-of- Pocket Dollar Maximums	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits
	In-network	Out-of-network	
Deductible ⁵	\$400 per member \$800 per family	\$800 per member \$1,600 per family	\$125 per member \$250 per family
Fixed dollar co-pays	\$20 for office visits, office consultations, urgent care visits, osteopathic manipulations, chiropractic manipulations and medical hearing exams. \$200 for emergency room visits, if not admitted	Not applicable	\$20 for office visits \$200 for emergency room visits, if not admitted
Coinsurance	10% for most services and 20% for private duty nursing and acupuncture	20% for most services. MHSA at 50%	None
Annual out-of-pocket dollar maximums ⁶	\$2,000 per member and \$4,000 per family	\$3,000 per member \$6,000 per family	\$2,000 per member and \$4,000 per family

⁵ Deductible amounts for the SHP – PPO are effective January 1, 2015 and renew annually on a calendar year basis. Deductible amounts for the HMOs are effective October 12, 2014 and renew annually each October with the start of the new plan year.

⁶ Beginning October 12, 2014, in-network deductibles, in-network fixed dollar co-payments and in-network co-insurance all apply toward the out-of-pocket annual limit. In addition, in HMOs, prescription drug co-payments also apply toward the annual out-of-pocket limit. Beginning with the October 2015 plan year, prescription drug co-payments in the SHP PPO also apply to the annual out-of-pocket limit.

Premium Sharing	State Health Plan PPO "SHP – PPO" Benefits		HMO Plan "HMO" Benefits	
	Employee	State	Employee	State
Premium	20%	80%	15%	85% ⁷

⁷ The State will pay up to 85% of the applicable HMO total premium, capped at the dollar amount which the State pays for the same coverage code under the SHP-PPO.

LETTER OF UNDERSTANDING

Article 13 - Borland Arbitration Decision

In the course of the 1987 negotiations, the parties agreed to provide certain rights for those employees in limited term positions covered by the David Borland Arbitration Decision Number FMCS 87K/00191. For the purposes of this Letter only, such persons shall be referred to as "employees". Employees shall have all wages and benefits to which they are entitled under the Collective Bargaining Agreement. In addition, employees who accrue 1040 hours or more of continuous service after July 1, 1987 shall have the following rights.

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- Upon expiration of their appointment, employees shall have the right to place their names on recall lists for future permanent employment and shall have recall rights in accordance with Article 13. Upon recall, employees shall be considered as new hire for the purposes of relocation and travel expense reimbursement.
- Upon expiration of their appointment, employees shall have the right to be recalled to a limited term position in seniority order in the district in which they were employed in the previous year if the Department intends to fill limited term positions. Upon recall, employees shall be covered by applicable Travel Regulations.

Office of the State Employer

United Technical Employees
Association

George G. Matish Joseph Cohn

Bea Goree

Michigan Department of Transportation

John Lopez

Date: October 19, 1987

Letter of Understanding

LETTER OF UNDERSTANDING 1 **ARTICLE 16—ASSIGNMENT AND TRANSFER** 2 3 The parties agree that entry level (8) Technician position vacancies in the Michigan Department of Transportation (MDOT), which are filled as a result of 4 5 the formal MDOT recruitment process conducted at colleges and universities, are 6 exempt from the provisions of Article 16, Section 5.A.3. 7 8 The parties further agree that the remaining provisions of Article 16, Section 5.A will be exhausted prior to making any contingent offer of employment to a 9 graduating candidate during the formal MDOT recruitment process and, upon 10 acceptance of the contingent offer of employment by said candidate, the entry 11 12 level Technician vacancy will be considered filled. 13 14 The parties also agree that, upon acceptance of the contingent offers of employment, MDOT will provide to the union a list of the successful candidates 15 and the locations of the positions to be filled. 16 17 18 This Letter of Understanding is entered into for the term of the agreement unless 19 the parties mutually agree to extend it during negotiations in 2007. 20 21 FOR THE UNION FOR THE EMPLOYER 22 Jerry Ketchum, President David H. Fink, Director 23 SEIU LOCAL 517M, TECHNICAL UNIT Office of the State Employer LETTER OF UNDERSTANDING 24 25 **Article 16 - Transfers and Reassignments** 26 During the course of the 1987 negotiations, the parties reached the following 27 understanding regarding the implementation of Article 16 in the Department of 28 Transportation only. 29 1. In considering applicants for transfer, the Department shall select the most 30 senior qualified candidate in accordance with Article 16. 31 2. In considering reassignments, the Department shall select the least senior 32 qualified candidate in accordance with Article 16.

- 3. "Qualified" shall be defined as: "Completion, in an approved manner, of all training required to perform the task or job, or performance of the requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period."
- For purposes of this Letter, qualification shall only be considered for individual
 employees at the lead worker level or above where there is no element
 system in place.

Office of the State Employer United Technical Employees Association

George G. Matish Joseph Cohn

Bea Goree

Michigan Department of Transportation

John Lopez

Date: October 19, 1987

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LETTER OF UNDERSTANDING

- 10 <u>Between the Michigan Department of Transportation and the United</u> 11 <u>Technical Employees Association</u>
- 12 Re: Short Term Inter-District Reassignments
- 13 As a result of discussions between MDOT and UTEA the parties have agreed
- 14 that the following procedure shall apply to all short term, inter-district
- 15 reassignments of MDOT Construction Division personnel covered under the
- 16 Collective Bargaining Agreement existing between UTEA and the State of
- 17 Michigan.
- Short term reassignments are hereby defined as the reassignment of an employee from his/her current work location to a different work location for a period of one construction season (April 1 November 30).
- 2. In the event MDOT determines that short term reassignments are to be implemented, the following procedure will be used:
- 23 a. MDOT will determine the work location(s) from which employees are to be reassigned.
- b. MDOT will determine the work location(s) to which employees are to be reassigned.

- c. MDOT will determine the number of employees, the classification(s),
 level(s), and the work elements required for an employee to be eligible for reassignment.
- d. MDOT will seek volunteers from among the eligible employees at the work
 location(s) which has/have been identified as over staffed.
- e. Eligible employees will be selected on the basis of seniority beginning with
 the most senior employee.
- f. In the event there are not enough volunteers, employees will be selected on the basis of inverse seniority beginning with the least senior eligible employee.
- 3. No employee covered by this agreement will be subject to more than one (1)
 short term, inter-district reassignment per construction season.
- 4. The length of the reassignment may be extended by mutual written
 agreement of MDOT and the individual employee.
- 5. Each reassigned employee will be entitled to expenses for full the duration ofthe reassignment.
- 17 6. Each employee will be returned to his/her previous work location at the end of the reassignment period.
- 7. The parties agree that the advance notification requirement contained in the Collective Bargaining Agreement shall not apply to the short term reassignments covered by this Letter of Understanding. However, MDOT agrees that it will give affected employees a minimum of five (5) calendar days notice.
- 24 8. All personnel transactions covered under this agreement will be documented 25 before or immediately following the reassignment. Copies of all documents 26 will be placed in the employee's personnel file.
- 9. Overtime will be handled in accordance with Article 17, Section 14, and the accompanying Letter of Understanding. Individuals will be equalized in the overtime equalization unit in which they spent the majority of their time in a calendar year.
- 31 United Technical Employees Association Office of the State Employer
- 32 Joseph Cohn Sharon J. Rothwell
- 33 Date: June 6, 1994 June 20, 1994

1	LETTER OF UNDE	RSTANDING
2	Human Resources Manager	ment Network (HRMN)
3 4 5 6 7 8	During negotiations in 2001 the parties re resulted from the implementation of the new The parties have elected to continue to use implementation of HRMN even though that HRMN. The parties agree that the HRMN te of the contract language unless specifically a	ew payroll-personnel system HRMN. e terminology that existed prior to the t same terminology is not utilized in rminology does not alter the meaning
9 10 11 12	An example of this are the terms "transfer, are called "job change" in HRMN. The HR these transactions as a job change, howeve contractual meaning they had prior to the im	MN history record will show each of tr they will continue to have the same
13	FOR THE UNION	FOR THE EMPLOYER
14	Dennis L. Streeter	Janine M. Winters
15	LETTER OF UNDE	RSTANDING
16	ARTICLE 29—DRUG AND	ALCOHOL TESTING
17 18 19 20 21 22 23 24 25	During the negotiations in 2004, the parties of employees who are subject to non-OTETA. The Employer agreed to reduce the numnumber of test-designated positions in the process of the control of test-designated positions in the process of the positive tests, the Employer reserves the significant reduction in the percentage of process with the Union to discuss the issue of employees randomly tested.	random drug and/or alcohol testing. ber of random tests to 10% of the ool for a one-year period beginning in inficant increase in the percentage of right to return to 15%. If there is a ositive test results, the employer will
26	For The Union	For The Employer
27		
28	LETTER OF UNDE	RSTANDING
29	UNION USE OF STATE'S	S E-MAIL SYSTEM
30 31 32 33 34 35	Where access to the state's e-mail system agrees to permit use of the state's existing officers and union stewards for legitimate use-mail system by a bargaining unit employed take place on non-work time only, including materials transmitted.	e-mail system by union staff, union nion business. Any use of the state's ee for legitimate union business must

- 1 All legitimate union business transmitted through the state's e-mail system must
- 2 be clearly identified as a union communication in the subject line, and must be of
- 3 a reasonable size, volume, and frequency. The employer shall have no liability to
- 4 the union or an employee for the delivery or security of such transmittals.
- 5 No partisan political, or profane materials, or materials related to union elections,
- 6 or materials defamatory or detrimental to the state, to the union, or to an
- 7 individual employee, may be transmitted through the state's e-mail system. The
- 8 Employer reserves the right to block any and all such material. The state's e-mail
- 9 system is not private and may be monitored at any time.
- 10 In the event the Office of the State Employer determines that the Union's use of
- the state's e-mail system violates provisions of this Letter of Understanding, upon
- 12 notice from the Office of the State Employer, the Union shall promptly take steps
- 13 to correct the violation. In the event of a repeat violation, the Office of the State
- 14 Employer and the Union shall meet and resolve the issue.
- 15 The program will continue for the duration of the agreement unless the Office of
- the State Employer identifies problems that cannot be resolved after meeting with
- 17 the union. The Office of the State Employer reserves the right to cancel the
- program if the parties fail to resolve any identified problem(s).
- 19 For The Union For The Employer
- 20 Dennis Streeter 11-04-04

LETTER OF UNDERSTANDING

22 BANKED LEAVE TIME PROGRAM

23 1. Eligibility.

21

- Permanent and limited-term, full-time, part-time, seasonal, and intermittent,
- probationary and non-probationary employees shall be required to participate
- in the banked leave time program (program). Non-career employees are not
- eligible to participate in the program.
- 28 2. Definitions and description of program.
- 29 An eligible employee shall work a regular work schedule, but receive pay for a
- reduced number of hours. The employee's pay shall be reduced by four (4)
- 31 hours per pay period for full-time employees, and by a pro rata number of
- hours for less than full-time employees. The employee will be credited with a
- 33 like number of Banked Leave Time (BLT) hours for each biweekly pay period.
- 34 3. Hours Eligible For Conversion To Program.
- The number of BLT hours for which the employee receives credit shall be
- accumulated and reported periodically to participating employees. During the
- 37 term of this letter of understanding, an employee shall not be able to

Cheryl Schmittdiel 11-04-04

- 1 accumulate in excess of 184 BLT hours. Accumulated BLT hours shall not be
- counted against the employee's annual leave cap, known as part a hours
- 3 under the annual and sick leave program.
- 4 The employee shall be eligible to use the accumulated BLT hours in a
- 5 subsequent pay period in the same manner as annual leave, pursuant to
- 6 article 25.
- 7 4. Timing Of Conversion Of Unused Program Hours.
- 8 Upon an employee's separation, death or retirement from state service,
- 9 unused BLT hours shall be contributed by the state to the employee's account
- within the state of Michigan 401(k) plan, and if applicable to the State of
- 11 Michigan 457 plan. Such contributions shall be treated as non-elective
- employer contributions, and shall be calculated using the product of the
- following: (i) the number of BLT hours and, (ii) the employee's base hourly
- rate in effect at the time of the contribution.
- 15 If the amount of a projected contribution would exceed the maximum amount
- allowable under section 415 of the internal revenue code (when combined
- with other projected contributions that count against such limit), the state shall
- first make a contribution to the employee's account within the State of
- 19 Michigan 401(k) plan up to the maximum allowed, and then make the
- additional contribution to the employee's account within the State of Michigan
- 21 457 plan.
- 22 5. Insurances, Leave Accruals And Service Credits.
- Retirement service credits, overtime compensation, longevity compensation,
- step increases, continuous service hours, holiday pay, annual and sick leave
- accruals will continue as if the employee had received pay for the BLT hours.
- Premiums, coverage and benefit levels for insurance programs (including
- 27 LTD) in which the employee is enrolled will not be changed as a result of
- participation in the program. Employees shall incur no break in service due to
- 29 participation in the program. Subject to legislative approval, the program is
- not intended to have an effect on the final average compensation calculations
- 31 under the state's defined benefit plan nor the salary used for employer
- contribution calculations under the state's defined contribution plan.
- 33 6. Relationship To Plan A And Plan C.
- 34 Before incurring unpaid Plan A or plan C hours all BLT hours must be
- 35 exhausted.
- 36 7. Term.
- The program shall be effective the pay period beginning January 2, 2005. The
- pay reduction and accrual provisions of this Letter of Understanding shall be

1 2	in effect through the pay pe mutual agreement of the pa	eriod ending October 22, 2005 unless extended by arties.
3	For The Union	For The Employer
4	Jerry Ketchum 10-28-04	Cheryl Schmittdiel 10-28-04
5	LETTER	R OF UNDERSTANDING
6	SEIU LOCA	AL 517M TECHNICAL UNIT
7 8 9 10	state worker 4 may work up to agree that employees in the T	ees in the Technical Bargaining Unit classified as 1,040 hours in a calendar year. The parties further echnical Unit assigned to MDOT Civil Engineer or s permitted under Article 27, Section 4 of the 080 hours in a calendar year.
2	For The Union	For The Employer
13	Jerry Ketchum 09-29-04	David H. Fink 09-29-04
14	LETT	ER OF AGREEMENT
15	SEIU	517M, Technical Unit
16		And
7	State of Michiga	an, Office of the State Employer
8	_	Article 25
19		ual Leave Donation
20 21 22		g a uniform process for donation and receipt of government would increase efficiency and e.
23 24 25	the Labor/Management Health	eement, the parties agree to address this issue in Care Committee forum(s) to attempt to remove as and draft a uniform procedure.
26	Proper subjects to be addresse	ed at this meeting include, but are not limited to:
27	Conditions under which leave of	can be received and
28	Conditions under which leave of	can be donated, and
29	The procedure for making such	a request.
30 31 32	,	fy the Collective Bargaining Agreement would be tter of Understanding that would be submitted to or approval.
33	For the Union	For the Employer

LETTER OF UNDERSTANDING

2 **Joint Healthcare Committee**

- 3 During the 2011 negotiations, the parties discussed the mutual goal of designing
- 4 and implementing health care plans, including ancillary plans, that effectively
- 5 manage costs and that work to keep members healthy. To that end, the
- 6 Employer and the Unions will convene a Joint Healthcare Committee (the
- 7 "Committee") whose charges will include, but not be limited to:
- 8 a. Analysis of current plan performance identifying opportunities for improvement;
- b. Investigate potential savings opportunities from re-contracting pharmacy or
 other carrier contracts;
- 12 c. Review the current specialty pharmacy program and identify best-in-class specialty programs to use as a benchmark;
- d. Analyze current HMO plans to determine if they are a cost-effective means of
 providing high quality health care;
- 16 e. Investigate impact on outcomes and costs of Value Based Benefit Designs;
- 17 f. Identify opportunities for cost-containment programs and carve out programs;
- g. Investigate opportunities to save costs by modifying or otherwise limiting
 medical, professional and pharmacy networks;
- 20 h. Review current chronic care management programs to determine 21 effectiveness as well as ongoing member compliance;
- i. Investigate work place health and wellness programs and make recommendations with the goal of educating and motivating employees toward improved health and wellbeing;
- j. Make recommendations to increase voluntary participation in health and wellness screenings and benefits included in current health plans;
- 27 k. Identify educational opportunities relative to facility and professional provider quality data, as well as designated centers of excellence.
- 29 As mutually agreed by the parties, independent subject matter experts and
- 30 consultants may be called upon to assist the Committee in carrying out their
- 31 charges.

1

- 32 Within 30 days of the effective date of the Agreement, each union shall appoint a
- representative to serve on the Committee and the Employer shall designate up to
- 34 four representatives. The Committee will be jointly chaired by a representative
- 35 designated by OSE and a representative designated by the Unions.

1 Monthly meetings of the Committee shall be scheduled with the first being held 2 no later than 45 days following the effective date of the Agreement.

LETTER OF UNDERSTANDING

NEOGOV 4

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During the course of negotiations in 2011, the parties discussed the changes in technology related to the hiring process; specifically the NEOGOV system. The parties have agreed to explore the use of this technology for mutually beneficial opportunities in order to streamline the transfer request process. Any changes that would modify the Collective Bargaining Agreement would be implemented in a separate Letter of Understanding that would be submitted to the Civil Service Commission for approval.

12 For the Union: For the Employer:

LETTER OF UNDERSTANDING

New Solutions Committee

15 During the 2011 negotiations, the parties discussed the role of labor management cooperation and collaboration in providing more efficient delivery of 16 17 services to the citizens of Michigan. The parties recognize that the efficient delivery of services to the public should be mindful of the cost effectiveness, 18 quality of delivery, accountability and public interest. The discussion 19 20 encompassed the Unions' New Solutions Report, which encourages all stakeholders to work together in an open dialogue manner to achieve best in 21 class public service. 22

23 The parties agreed to approach the New Solutions Report jointly with the goal of facilitating the development of positive programs relative to the effective use of 24 resources. Such effective use of resources may include self-directed work teams 25 or other empowerment initiatives as agreed by the parties to provide front line 26 27

workers with the support needed to effectively perform their jobs.

The parties recognize that Lean Optimization can be a valuable tool in achieving 28 29 the effective use of resources. Lean Optimization has the simple goal of helping state government work better for both its customers and its employees. Lean 30 practices rely on joint participation between employees and management at all 31 32 levels within the State. World class service cannot occur without such employee

33 involvement.

34 Within sixty (60) days of the effective date of the Collective Bargaining Agreement, a New Solutions Committee will be established to explore innovative 35 solutions to deliver better customer service and pursue better value from those 36 37 who deliver the services. Each of the Coalition Unions may designate two (2) representatives to meet with the Office of the State Employer. Representatives 38

1 2 3 4 5	needed. The Committee will determine the meeting schedule and agenda. The parties agree on the value of utilizing outside independent facilitators trained in business lean practices and will explore funding alternatives to engage mutually agreed upon lean consultants.
6	LETTER OF INTENT
7 8	The Office of the State Employer And
9 10	SEIU 517M, Technical Unit Article 17, Section 15.B
11 12 13 14 15 16 17 18	During negotiations in 2011, the parties discussed the new Transportation Technician classification and the impact on the overtime equalization provision under Article 17, Section 15.B, of the Collective Bargaining Agreement. The parties reached a meeting of the minds regarding overtime equalization for Transportation Technicians; however, that agreement was not included in the final version of Article 17. It was the Intent of the parties that any change in the method of overtime distribution shall begin with the next overtime equalization year. Consequently, the Michigan Department of Transportation began the 2012 overtime equalization year using the existing method of overtime equalization.
20 21 22	It is the intent of the parties to continue the current method of overtime equalization through December 31, 2012 and implement and adhere to the agreed upon changes effective January 1, 2013:
23 24	Through December 31, 2012, the method of overtime distribution for Department of Transportation employees is as follows:
25	(1) Overtime equalization units are:
26	a. All Transportation Technicians 12 at a worksite
27	b. All permanent Transportation Technicians 8-E11 at a worksite
28	c. All temporary Transportation Technicians 8-E11 at a worksite
29	d. All Transportation Aides 6-E7 at a worksite
30 31	 e. At the MDOT building in Lansing, all Transportation Technicians 11 and below in the same Unit.
32 33	Effective January 1, 2013, the method of overtime distribution for Department of Transportation employees shall be as follows:
34	(1) Overtime equalization units are:
35	a. All Transportation Technicians 11 and 12 at a worksite

1	b.	All permanent Transportation Technicians 8-10 at a worksite
2	C.	All temporary Transportation Technicians 8-10 at a worksite
3	d.	All Transportation Aides 6-E7 at a worksite
4 5	e.	At the MDOT building in Lansing, all Transportation Technicians 11 and below in the same Unit.
6	For the U	Inion For the Office of State Employer
7	For the D	epartment of Transportation
8		LETTER OF UNDERSTANDING
9 10		Article 27, Section 4 Travel and Moving Expense Reimbursement
11 12 13 14	II of the I secondar	egotiations in 2013, the parties discussed concerns related to Schedule MDOT Travel Regulations. The parties agree to delegate Schedule II to ry negotiations in accordance with Article 23, Section 10 of the Collective ag Agreement.
15	For the U	Inion For the Employer
16		LETTER OF UNDERSTANDING
17		Article 4
18		Union Dues Deduction and Remittance
19 20 21 22 23	made to work" law challenge	013 negotiations, the parties recognized that challenges have been the application of Public Act 349 of 2012 (the public sector "right to v) to employees in the classified service. The parties also recognize that es have been made to the overall legality of Public Act 349. This contract Article 4 to be consistent with Public Act 349.
24 25 26	by a stat	Act 349 is held to be unconstitutional, repealed or in any way modified e or federal court of final jurisdiction, the language in Article 4 of this shall revert to the language of Article 4 of the 2011-2013 contract.
27		LETTER OF UNDERSTANDING
28		Article 27
29 30 31 32	27 to at reimburse	ne negotiations in 2013 the parties discussed the requirement in Article tach the receipt for any reimbursed meal to the request for travel ement for actual expenses up to the maximum reimbursable rate as in Article 27.

- 1 The Employer and Union agree to implement a pilot program to suspend the
- 2 requirement to attach meal receipts to such requests. Since travel
- 3 reimbursement is subject to departmental review, it remains the employee's
- 4 responsibility to maintain supporting documentation of actual meal expenses
- 5 incurred for which reimbursement from the Department was received.
- 6 The pilot program will continue for the duration of the Agreement unless the
- 7 Office of the State Employer identifies problems that cannot be resolved after
- 8 meeting with the Union. The Employer reserves the right to reinstate the
- 9 requirement for receipts at any time during the pilot program if the parties fail to
- 10 resolve any identified problems.
- 11 FOR THE UNION

FOR THE EMPLOYER

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